

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD
ALBERT H. GREENE
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TELEX

440367 A AND A WSH (INTERNATIONAL)
440348 CDAA UI (INTERNATIONAL)
892482 A AND A WSH (DOMESTIC)

RECORDATION NO. 14741 Filed 1425

JUL 26 1985 -2 05 PM

INTERSTATE COMMERCE COMMISSION

July 26, 1985

BY HAND DELIVERY

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C.

No. 5-207A038
Date JUL 26 1985
Fee \$ 10.00
ICC Washington, D. C.

ICC OFFICE OF
THE SECRETARY
JUL 26 1 52 PM '85
MOTOR OPERATING UNIT

Dear Mr. Bayne:

Enclosed for recordation pursuant to the provisions of 40 U.S.C. §11303 are three (3) fully executed copies of a Bill of Sale dated July 24, 1985, a "primary document" as defined in the Commission's Rules for the Recordation of Documents (49 C.F.R. §1177).

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit 1 to Bill of Sale attached hereto and made a part hereof.

The names and addresses of the parties to the transaction described in the enclosed document are:

Seller: The Coca-Cola Company, acting
by and through its Coca-Cola
USA Division
P.O. Drawer 1734
Atlanta, Georgia 30301

Buyer: United States Rail Services, Inc.
a subsidiary of United States
Leasing International, Inc.
733 Front Street
San Francisco, California 94111

CT. Kappler
C. Quigley

Mr. James H. Bayne
Page Two
July 26, 1985

Kindly return two stamped copies of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 200 World Center Building, 918 16th Street, N.W., Washington, D.C., 20006.

Also enclosed is a check in the amount of \$10.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

A short summary of the enclosed primary document to appear in the Commission's Index is:

Bill of Sale dated July 24, 1985, executed by The Coca-Cola Company, acting by and through its Coca-Cola USA Division, Seller, in favor of United States Rail Services, Inc., a subsidiary of United States Leasing International, Inc., Buyer, covering fifty-two (52) 4180 cubic feet Airslide covered hopper rail cars bearing initials KOAX and numbers.

Very truly yours,



Charles T. Kappler
Attorney for the purpose of
this filing for:

United States Rail Services, Inc.

CTK/mlt
Enclosures

EXHIBIT 1
TO
BILL OF SALE

(52) 100-Ton, 4180 cubic feet Airslide covered hopper rail cars bearing initials KOAX and numbered as follows:

71026	75061*	75087	77101
71032	75065	75088	77102
71034	75067	75089	78103
71035	75070	77090	78104
71036	75071	77091	78105
73038	75072	77093	78108
73042	75079	77094	78110
73044	75080	77095	78111
73045	75081	77096	78112
73046	75082	77097	78114
73050	75083*	77098	78115*
73051*	75085	77099	78116
73056	75086	77100	78118*

*See Item No. 6 of the Bill of Sale

BILL OF SALE

JUL 26 1985 2 05 PM

INTERSTATE COMMERCE COMMISSION

The Coca-Cola Company, acting by and through its Coca-Cola USA Division (the "Seller"), for and in consideration of One Million Four Hundred Twenty Thousand Dollars (\$1,420,000.00), paid to it by United States Rail Services, Inc., (the "Buyer"), a subsidiary of United States Leasing International, Inc., the receipt of which is acknowledged, hereby grants, conveys, transfers, assigns and sells to Buyer the rail cars described on Exhibit 1 attached hereto and incorporated herein by reference (collectively the "Rail Cars"):

1. Seller represents and warrants that:
 - a. Seller has good and marketable title to the Rail Cars and good and lawful right to sell the same. Seller binds itself, its successors and assigns to warrant and forever defend such title to the Rail Cars unto Buyer, its successors and assigns, from and against every person whomsoever claiming any part thereof.
 - b. The Rail Cars are free of all liens and encumbrances; and
 - c. All necessary corporate authority has been obtained for the sale of the Rail Cars to Buyer.
2. All storage charges incurred on the Rail Cars up to June 30, 1985 will be paid by Seller.
3. Buyer shall be responsible for all freight charges and switching costs associated with the relocation of the Rail Cars from the current location of the Rail Cars.
4. Title to the Rail Cars shall pass from Seller to Buyer upon delivery at a point in the State of Texas or other mutually agreed upon points.
5. Buyer shall furnish to Seller consignment instructions for the Rail Cars shipped on a freight collect basis.
6. Seller acknowledges that Buyer has not inspected each of the Rail Cars followed by an asterisk in the foregoing list of Rail Cars. For such Rail Cars, Seller shall reimburse Buyer for all repairs or damages beyond normal wear and tear.
7. Seller shall be responsible for all repair costs incurred in connection with Rail Car, numbered 75075. If Seller repairs such Rail Car, Seller retains the exclusive right of claiming reimbursement from the Baltimore and Ohio Railroad for the repair costs of such Rail Car.

8. Seller shall do, execute, acknowledge, deliver or will cause to be done and executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to place Buyer, its successors and assigns, in possession and control of the Rail Cars hereby conveyed.
9. EXCEPT AS PROVIDED HEREIN, THE RAIL CARS ARE SOLD ON AN "AS IS" BASIS, AND WITHOUT ANY GUARANTEE OR WARRANTY WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Coca-Cola USA, a Division of
The Coca-Cola Company

By: W. R. Sullivan

Title: Vice President, Manufacturing

Date: July 24, 1985

STATE OF GEORGIA)

CITY AND COUNTY OF Atlanta)

SS

On this 24th day of July, 1985, before me personally appeared W. R. Sullivan (name of signer of foregoing instrument) to me personally known, who being by me duly sworn, says that he is the Vice President Manufacturing (title of office) of Coca-Cola USA, a Division of The Coca-Cola Company, a Delaware corporation, that the seal affixed to the foregoing instrument is the ~~corporate~~ seal of said Division ~~corporation~~, that said instrument was signed and sealed pursuant to the authority of the Board of Directors of The Coca-Cola Company; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said ~~corporation~~ Division.

WR

Yvonne P. Rogers
Notary Public

(Seal)

My commission expires: Notary Public, Georgia State at Large
My Commission Expires April 20, 1987.

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